

ARTICLE 48 – PROFESSIONAL PRACTICE COMMITTEE

*48.01 Professional Practices Committee

* (a) **Formation**

Within sixty (60) calendar days of receipt of a written request from the Union or the Employer, the Employer and the branch shall form a Professional Practices Committee (PPC) in all places of employment employing six (6) or more employees, unless such a committee already exists and is functioning.

* (b) **Composition of the Committee**

This Committee shall be composed of three (3) registered nurses designated by the branch and three (3) persons designated by the Employer. An officer(s) or a representative(s) of the Union may attend meetings as a consultant. The Employer may also appoint a person(s) as a consultant. Each party shall endeavour to notify the other, seven (7) calendar days in advance of the attendance of a consultant at the meeting.

* (c) **Meetings of the Committee**

The Committee shall meet at the request of either one of the parties but in any case at least once a month, unless mutually agreed otherwise. Employees who sit on the Committee shall be released from duty without loss of remuneration to attend meetings of the Committee or to perform any work required by the Committee. No employee serving on the PPC or in meetings with their manager shall lose any salary or benefits. Employees required to appear before the Committee may do so without loss of remuneration. Employees attending a PPC meeting outside normal working hours shall be compensated with straight time pay or time off in lieu. Employees who are required to travel to attend these meetings will be compensated in accordance with the Employers travel policy.

* (d) **Chair of the Meeting**

The meetings of the Committee shall be chaired alter-

nately by the Employer's representative and the representative of the Branch.

(e) **Minutes of Meeting**

The Agenda for each meeting shall be circulated a minimum of seven (7) calendar days prior to each meeting. Minutes of each meeting shall be prepared, approved and signed by a representative of the Employer and the branch prior to circulation. The branch will be responsible for ensuring that a copy is forwarded to the Union.

*(f) **Jurisdiction of the Committee**

The PPC shall meet in order to study any question that either of the parties may wish to discuss which is not properly the subject matter of a grievance. In workplaces where the parties have agreed to the establishment of joint committees to deal with professional practice/labour management issues, professional practice concerns shall be dealt with first where there are both professional practice and labour management issues on the agenda.

The committee shall review written concerns relative to patient/resident/client care including but not limited to:

- (i) Safety of patient/clients/residents and registered nurses;
- (ii) Quality practice environments;
- (iii) Professional Standards of Practice and Code of Ethics; and
- (iv) Workload where the registered nurse feels the patient load in the work area has exceeded what is believed to be safe patient care levels.

The PPC shall develop a procedure for investigating written concerns. The Committee may invite individuals to the meeting who will be able to assist in the investigation. The Committee shall make

recommendations to the parties with respect to its discussion and conclusions. Records of written concerns shall be maintained separately in the PPC's files.

*** (g) Reporting Form**

The Employer and Union shall agree upon a provincial reporting form for registering a written concern with the PPC.

*** (h) Process to Address Concerns**

A Registered Nurse who has a concern related to Clause 48 (f) shall bring the matter to the attention of their immediate manager, or where appropriate, the manager's designate. If the matter is not satisfactorily resolved, the Registered Nurse may file a written Professional Practice Form (PPF). The PPF shall be submitted to the manager within seven (7) calendar days of the Registered Nurse identifying the concern.

The manager will provide a written response to the Registered Nurse within ten (10) calendar days of the form being received. A copy of the PPF containing the manager's response shall then be immediately forwarded to the PPC by the manager.

The PPC shall meet as soon as possible to resolve the concern. If resolved, the PPC shall provide a written response to the Registered Nurse within fourteen (14) calendar days of the meeting. If necessary, the PPC may engage the appropriate Director prior to providing a response.

Where the concern is not satisfactorily resolved at the PPC level, a report with a recommendation shall be forwarded by the PPC to the appropriate director and the Chief Nursing Officer. The Chief Nursing Officer/ designate shall provide a written response to the Registered Nurse and the PPC within thirty (30) calendar days.

*** (i) The PPC may invite the Chief Executive Officer and one member of the Board of Directors to attend one meeting**

of the Professional Practices Committee on an annual basis to discuss concerns unresolved in the process in Clause 48(i). At least one (1) months' notice shall be given and a mutually agreeable date and time shall be scheduled to accommodate the Chief Executive Officer and the Board representative.

ARTICLE 49 - RETROACTIVITY

***49.01 Retroactivity**

As per Schedule A, there are no retroactive salaries for the duration of the collective agreement.

ARTICLE 50 - TERMS OF AGREEMENT

***50.01 Duration**

Except as otherwise provided in Clause 49.01, this agreement shall be effective from the date of signing and remain in full force and effect until June 30, 2020, and thereafter, from year to year unless either party gives notice in writing of its desire to change or amend this agreement not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days prior to the date of expiration.

50.02 Notice of Change

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under Clause 50.01, give notice in writing to the other party that changes are being proposed. Within a further thirty (30) days, the parties are required to enter into negotiations or agree upon a mutually acceptable time to commence negotiations for a new collective agreement.

50.03 Cost of Printing

The Employer shall print, at a cost to be equally shared between the union and the Employer, sufficient copies of the Agreement as soon as possible after the Agreement is signed.

The parties have agreed to alphabetical listing for printed collective agreement.